

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000294863**  
**Pro Com Services**  
**124 Main Rd**  
**N Adams MA 01247-9642**  
**United States**

<b>Contract ID</b> 0000000000000000000017307		<b>Page</b> 1 of 3
<b>Contract Dates</b> 05/10/2010 to 05/15/2011		<b>Origin</b> CPS
<b>Description:</b> CPS - KENWOOD RADIO EQUIPMENT		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> McIntyre, John	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 413/424-7777**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		KENWOOD LAND MOBILE RADIO EQUIPMENT	EA	0.01000	0.00	0.00

PRICING: A 25% DISCOUNT FROM CURRENT KENWOOD LIST PRICE WILL APPLY TO ALL KENWOOD LAND MOBILE RADIO PRICES AND ACCESSORY PRICES. A 15% DISCOUNT WILL APPLY TO KENWOOD SYSTEM PRODUCTS

PRICES ARE FOR RADIOS AND RADIO ACCESSORIES ONLY. PRICES DO NOT INCLUDE INSTALLATION OR PROGRAMMING CHARGES. CONTACT LOCAL AUTHORIZED KENWOOD DEALER FOR INSTALLATION CHARGES.

### CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT NUMBER: CONTRACT #11548 WILL BE REPLACED BY CONTRACT #17307. THIS NEW CONTRACT # 17307 INCORPORATES ALL OF THE TERMS AND CONDITIONS ASSOCIATED WITH THE OLD CONTRACT #11548. THIS NEW NUMBER SHOULD BE USED IN ALL FUTURE COMMUNICATIONS CONCERNING THIS CONTRACT. CONTRACT #11548 WAS HELD BY PROCOM SERVICES INTERNATIONAL INC OF BENNINGTON, VT, THE COMPANY WAS SOLD AND THE NAME WAS CHANGED TO PROCOM SERVICES. THE BUSINESS WAS RELOCATED TO NO.ADAMS, MA.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: TO PROVIDE KENWOOD LAND MOBILE RADIOS AND ACCESSORIES TO VARIOUS STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

CONTRACT PERIOD: MAY 10, 2010 TO MAY 15, 2011. THERE ARE NO FURTHER RENEWAL OPTIONS AVAILABLE FOR THIS CONTRACT.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000294863**  
**Pro Com Services**  
**124 Main Rd**  
**N Adams MA 01247-9642**  
**United States**

<b>Contract ID</b> 0000000000000000000017307		<b>Page</b> 2 of 3
<b>Contract Dates</b> 05/10/2010 to 05/15/2011	<b>Origin</b> CPS	
<b>Description:</b> CPS - KENWOOD RADIO EQUIPMENT	<b>Contract Maximum</b> \$999,999.99	
<b>Buyer Name</b> McIntyre, John	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 413/424-7777**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

ALL KENWOOD LAND MOBILE DEALERS LISTED BELOW ARE QUALIFIED TO PERFORM FULL SALES AND SERVICE OF ALL KENWOOD RADIO EQUIPMENT.

CONTACT INFORMATION: PROCOM SERVICES, JOSHUA J. LITTLE TEL 413-424-7777

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JOHN MCINTYRE  
PURCHASING AGENT  
802-828-2210  
FAX 802-828-2222  
[john.mcintyre@state.vt.us](mailto:john.mcintyre@state.vt.us)

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000294863**  
**Pro Com Services**  
**124 Main Rd**  
**N Adams MA 01247-9642**  
**United States**

<b>Contract ID</b> 00000000000000000000000017307		<b>Page</b> 3 of 3
<b>Contract Dates</b> 05/10/2010 to 05/15/2011		<b>Origin</b> CPS
<b>Description:</b> CPS - KENWOOD RADIO EQUIPMENT		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> McIntyre,John	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 413/424-7777**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_